

### **AMENDMENTS TO THE DRAWINGS**

The attached Replacement Sheets 2 and 3 includes changes to Figs 2 and 3.  
Reference numerals 104 and 106 have been changed to 104A and 106A, respectively.

New Sheet 6 includes Figs. 6 and 7.

Annotated sheets showing changes to Figs 2 and 3 are attached hereto.

Attachments:	Replacement Sheets 2 and 3
	New Sheet 6
	Annotated Sheets 2 and 3 Showing Changes

## **REMARKS**

Claims 1-16 are currently pending in this application. By this Amendment, claims 1, 10, 12, 13, 14, 15 and 16 have been amended.

### **Objections to the Drawings**

In response to the Examiner's objections to the drawings, Figs. 6 and 7 have been added and Figs 2 and 3 have been amended. The content of new Figs. 6 and 7 was contained in Figs. P13 and P14 in provisional application 60/426,121 of November 13, 2002 from which this present Application claims priority and which was incorporated by reference into the present Application. Additionally, paragraphs 0019 and 0020 of the present Specification describe FIGS. 6 and 7 as diagrams showing "an exemplary data structure for an insurance arrangement suitable for use with defibrillator insurance" and "an exemplary defibrillator insurance structure", respectively. Paragraphs 0052-0054 provide additional detail about FIGS. 6 and 7. Applicant's inclusion of FIGS. 6 and 7 therefore do not present new matter in the present application.

The Examiner had objected to the figures as not showing reference numeral 205 in Fig. 2. This reference numeral does appear in Fig. 2. For the Examiner's convenience, the annotated sheet marked up to show changes to Fig. 2 has also been marked up to show where "205" appears

Figs. 2 and 3 have been amended to change the reference numerals 104 and 106 to 104A and 106A respectively.

### **§ 102 Rejection of the Claims**

Claims 1-16 have been rejected under 35 U.S.C. § 102 as anticipated by Haller, U.S. Patent Application Publication No. 2002/0013613. Applicant traverses this rejection.

Independent claim 1 has been amended to recite that the defibrillator is an external defibrillator, that costs are incurred as a result of using the defibrillator for benefit of another party, and that the contractual relationship with the operator includes a

requirement for reimbursement to the operator of at least a portion of costs incurred as a result of using the defibrillator for the benefit of that other party. Dependent claim 10 has been amended for consistency of language.

Independent claim 12 has been amended to recite that the defibrillator is an external defibrillator, and providing reimbursement to one of the plurality of defibrillator operators for the costs associated with defibrillator use in response to another party undergoing a medical emergency. Dependent claims 13 and 14 have been amended for consistency of language.

Claims 15 and 16 have been amended to recite that the defibrillators are external defibrillators. Claim 15 has also been amended to recite using the defibrillator on another person.

The invention as presently claimed is not anticipated by Haller. Haller is directed to the programming of an implanted defibrillator via a communication medium. Haller describes an automated billing and payment system in which the patient or the patient's insurance carrier (an entity with which the patient has a pre-existing relationship governing financial responsibility) is billed by a service provider with whom the patient has a pre-existing relationship. The present application describes a system for a different situation: one where a cost is incurred by an external defibrillator operator as a result of treatment of a patient who may have no pre-existing relationship with the operator. The issues surrounding costs and financial responsibility for an external defibrillator are unique and distinct from those surrounding an implanted defibrillator, since the patient on which an external defibrillator is often a party who is unrelated to the operator of the defibrillator – for example, a member of the public struck with sudden cardiac arrest while walking through an airport in which AEDs are made available by airport management. Due to the emergency situation in which an external defibrillator is used, there is generally no opportunity to receive an explicit consent to treatment from the patient or to establish an agreement from the patient to pay for costs of the service rendered. In contrast, the “owner” of the implanted device of Haller is also the patient. The implanted device of Haller is generally placed in the patient in a planned procedure

after medical consultation and establishment of an agreement as to financial responsibility for the services being rendered. Haller does not disclose any methods or systems involving an external defibrillator, nor does it disclose any situation in which an operator has a relationship providing for reimbursement of costs incurred for treatment of an unrelated party.

For at least these reasons, the subject matters of claim 1-16 are not anticipated by Haller.

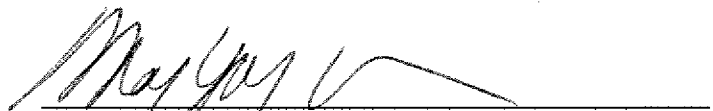
### CONCLUSION

In view of the foregoing amendments and argument, Applicants respectfully request reconsideration and allowance of the claims as all rejections have been overcome. Early notice of allowability is kindly requested.

Applicant believes that no fee is required to process this Amendment. If any fee is required, please charge such fee to deposit Account No. 13-2546.

Respectfully submitted,

Date: Dec. 19, 2007



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